

## FOR AM AND FM APPLICANTS

Attach as Exhibit No. N/A a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

## FOR TELEVISION APPLICANTS

Ascertainment of Community Needs. (See exhibit III)

A. State in Exhibit No. N/A the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.

B. Describe in Exhibit No. N/A the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.

C. List in Exhibit No. N/A typical and illustrative programs or program series (excluding Entertainment and News) that applicant plans to broadcast during the coming license period to meet those needs and interests.

3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

(See exhibit III)

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: \_\_\_\_\_

5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): \_\_\_\_\_

(a) State the number of hourly segments per week this amount is expected to be exceeded, if any: \_\_\_\_\_

State in Exhibit No. \_\_\_\_\_, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

YES NO

Is the applicant propose to employ five or more fulltime employees?

☒ ☐

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).

(See Exhibit IV)

11 — Assignee

## ASSIGNEE'S CERTIFICATION

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and made in good faith.

Signed and dated this 22 day of March 19 91

National Minority TV, Inc.

\_\_\_\_\_  
Name of Assignee

[Signature]  
Signature

[Title]  
Title



DELAWARE VALLEY BROADCASTERS  
LIMITED PARTNERSHIP  
WILMINGTON, DELAWARE  
FCC FORM 314

EXHIBIT 1

AGREEMENT

## ADDENDUM AGREEMENT

This ADDENDUM AGREEMENT is made and entered into as of the 5th day of March 1991 by and between Delaware Valley Broadcasters Limited Partnership, a Delaware limited partnership (herein "Seller") and National Minority TV, Inc., a California corporation (herein "Purchaser").

WHEREAS, Seller and Purchaser entered into a Purchase Agreement which became effective on March 5, 1991 when Believers Broadcasting Network, Inc. failed to proceed with the terms and conditions of its purchase of WTGI-TV, Channel 81, Wilmington, Delaware/Philadelphia, Pennsylvania pursuant to the February 8, 1991 Order of Judge Helen S. Ballick in the United States Bankruptcy Court of the District of Delaware, Case Number 87-69; and,

WHEREAS, Seller and Purchaser wish to amend their Purchase Agreement (copy attached as Exhibit A), as previously amended pursuant to the December 7, 1990 and December 14, 1990 letters of Purchaser (copies attached as Exhibit B) to include the terms and conditions stated below;

NOW, THEREFORE, it is hereby agreed as follows:

1. Paragraph 2(b) is hereby deleted in its entirety and is replaced with the following:

"(b) The Purchase Price for the Assets itemized in subparagraphs 1(a) - (i) shall be Four Million Dollars (\$4,000,000.00), to be paid by Purchaser in cash, certified or cashier's check, or wire transfer."

In addition, paragraph 1(c) is renumbered to be 1(d), and the following new paragraph 1(c) is added:

"(c) On or before the close of business on March 15, 1991 Purchaser shall deposit with Buyer's counsel, Edward F. von Wettberg, III (~~Escrow Agent~~), the sum of Four Hundred Thousand Dollars (\$400,000.00) (Escrow Deposit), representing ten percent of the Purchase Price. ~~Mr. von Wettberg~~ shall hold the Escrow Deposit in a separate interest-bearing account and shall, at Closing, disburse the Escrow Deposit to Seller and shall deliver all interest to Purchaser. The Escrow Deposit shall be forfeitable by Purchaser in the event of its default under the Purchase Agreement, but in all other instances, including, but not limited to, defaults of Seller under the Purchase Agreement or the failure of the Federal Communications Commission to approve the assignment of the Television Station to Purchaser, the Escrow Deposit plus all interest shall be promptly returned to Purchaser."

Delaware  
Corporate  
Services, Inc.  
JBW *JBW*

2. The remainder of the Purchase Agreement continues in full force and effect, and is hereby reconfirmed and adopted, and all defined terms in the Purchase Agreement shall have the same meaning in this Addendum Agreement.

IN WITNESS WHEREOF the foregoing Addendum Agreement is executed this \_\_\_\_ day of March 1991.

SELLER:

DELAWARE VALLEY BROADCASTERS  
LIMITED PARTNERSHIP

By: Delaware Valley Broadcasters, Inc

By: *[Signature]* (Seal)  
Daniel G. Slape, President

*[Signature]*  
Witness

PURCHASER:

NATIONAL MINORITY TV, INC.

*[Signature]*  
Witness

By: *[Signature]* (Seal)  
Jane Duff, Director

ESCROW AGENT:

DELAWARE CORPORATE SERVICES, INC.

By: *[Signature]*  
Eduard F. von Wettberg, III, Esq.

Morris, James, Hitchens & Williams  
222 Delaware Avenue  
Wilmington, Delaware 19801

EXHIBIT A TO ADDENDUM AGREEMENT

**PURCHASE AGREEMENT**

**by and between**

**DELAWARE VALLEY BROADCASTERS LIMITED PARTNERSHIP**

**and**

**NATIONAL MINORITY TV, INC.**

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## PURCHASE AGREEMENT

This Purchase Agreement is made and entered into as of this 5th day of December, 1990 by and between Delaware Valley Broadcasters Limited Partnership, a Delaware limited partnership (hereafter referred to as "Seller" or "DVBLP"), and National Minority TV, Inc., a California corporation (hereafter referred to as "Purchaser").

WHEREAS, Seller desires to sell all right, title, and interest in and to the television station operating under the call letters WTGI-TV, channel 61, Wilmington, Delaware/Philadelphia, Pennsylvania, including the real estate in Gloucester County, New Jersey on which the transmitting tower is located (hereafter collectively referred to as "Television Station"), on the terms and conditions set forth herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (hereafter referred to as "FCC");

WHEREAS, Purchaser desires to acquire all right, title and interest in and to the Television Station on the terms and conditions hereinafter set forth; and

WHEREAS, the assets of the Seller are encumbered by certain secured liens, including the secured liens of the Individual Class 4(b) Secured Creditors, as that term is defined in the Agreement between Delaware Valley Broadcasters Limited Partnership, Debtor-in-Possession, and the Individual Secured Creditors Holding Class 4(b) Claims, as incorporated into the Seller's Third Amended Plan of Reorganization and Third

Amended Disclosure Statement confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on May 1, 1989; and

WHEREAS, the consummation of this Agreement is also subject to the prior approval of the Bankruptcy Court under Section 363(b) of the United States Bankruptcy Code (the "Code") in the proceeding captioned In Re: Valley Broadcasters Limited Partnership, Debtor, Case No. 87-69 (the "Bankruptcy Proceeding").

NOW, THEREFORE, in consideration of the premises, the mutual agreements hereafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant, covenant, and agree as follows:

1. ASSETS AND CONSIDERATION

(a) Subject to the terms and conditions hereof, Purchaser agrees to purchase and assume from Seller and Seller agrees to sell, transfer, assign, convey and deliver to Purchaser, and together with all assignable or transferrable warranties, all of the assets of Seller described in the following paragraphs owned by Seller at the time of the Closing (collectively the "Assets") (and only such Assets and excluding all liabilities of Seller not expressly included hereunder) for a total purchase price equal to the amount specified in Paragraph 1(b):

(i) All of Seller's furniture, fixtures and equipment, telephone system, tapes, signs and fixtures used in the operation of the Television Station;

(ii) The use of the trade name or assumed name of "WTGI-TV," the call letters WTGI-TV, signs, directory listings, telephone numbers, utility, security, and other pre-paid deposits and expenses, customer lists and all other current records necessary for the operation of the Television Station;

(iii) Any vehicles owned by Seller and used in connection with the operation of the Television Station;

(iv) Rights under contracts to the extent such contracts are assignable, as listed on Exhibit A;

(v) The real property and improvements thereon located at the east side of Vestry Road, South Harrison Township, Gloucester County, New Jersey, as more specifically identified on Exhibit B, attached hereto and made a part hereof, on which the Seller's transmitting facility, including the transmission tower, is located, together with all licenses or permits, and any electrical, telephone, radiotelephone or other hook-ups owned by the Seller;

(vi) The FCC broadcasting license of Seller, with related licenses and permits (copy of FCC license attached hereto as Exhibit D);

(vii) Seller's lease with Spring-Del Associates for the studio located in Philadelphia, Pennsylvania (the "Studio Lease"), a copy of which is attached hereto as Exhibit C;

(viii) ~~Seller's accounts receivable;~~ and

*Deleted JF*

(ix) The satellite dish and related equipment of the Television Station, a description of which is attached hereto as Exhibit E.

(b) The purchase price for the Assets itemized in Subparagraphs 1(a) (i) - (ix) shall be Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000.00), to be paid by Purchaser at the Closing in cash, or certified or cashier's check or wire transfer.

(c) All of the Assets shall be conveyed, assigned, transferred and delivered to Purchaser by Buyer free and clear of all claims, notes, liens, taxes, encumbrances, leases, security interests, mortgages, agreements, contracts, financing statements and/or hypothecations whatsoever. No other assets or liabilities of Seller are to be assumed or acquired by Purchaser except those listed in paragraph 1(a).

## 2. CONDITIONS PRECEDENT.

The obligations of Purchaser and Seller to proceed with Closing under this Agreement are subject to the satisfaction of the following conditions, unless waived in writing:

(a) Each party shall have duly complied with and performed all of the terms and conditions, agreements and covenants of this Agreement to be complied with and performed by such party at or

*OF*

before Closing, and all representations and warranties of the parties set forth herein shall be true on and as of the Closing Date with the same force and effect as if such warranties and representations had been made on and as of the Closing Date. The provisions of this Subparagraph shall be self-executing, and the parties, by having closed the sale hereunder, shall be deemed conclusively to have certified at closing that all such representations and warranties are true on and as of the Closing Date.

(b) Seller shall have obtained an Order from the United States Bankruptcy Court for the District of Delaware in Case No. 87-69, approving the sale of the Assets to Purchaser.

(c) Purchaser shall have obtained the approval of its application for the transfer and assignment of the FCC license from Seller to Purchaser.

(d) [REDACTED]

[REDACTED]

Handwritten initials or signature.

The Individual Class 4(b) Secured Creditors, Sebastiano and Catherine Licciardello, Elmer W. Lindsdale, the Harris Corporation, and any other secured creditor, mortgage or note holder of Seller, and any tax lien holder, shall have released, or caused to release, all liens, encumbrances, mortgages, taxes, security interests, financing statements, and contracts.

Handwritten mark or signature.

~~\_\_\_\_\_~~ *KF*  
~~\_\_\_\_\_~~

(e) Spring-Del Associates shall have consented in writing to the assignment by Seller to Purchaser of all of Seller's right, title and interest in the leasehold estate described in the Studio Lease.

(f) The contracts described in Exhibit A shall be approved for assignment by all required parties, and shall be current and not in default.

(g) Title to the real property described in Exhibit B shall be good of record, subject, however, to covenants, rights of way, restrictions of record, if any. In the event good and marketable title, subject to restrictions of record, cannot be conveyed, Purchaser may, at its sole option, terminate this Agreement if Seller cannot perfect title within 30 days, or accept such title to the premises as Seller can convey.

(h) Title to the Assets shall be good of record. In the event good and marketable title cannot be conveyed, Purchaser may, at its sole option, terminate this Agreement if Seller cannot perfect title within 30 days, or accept such title to the Assets as Seller can convey.

(i) The Purchase Agreement between Seller and WTGI-TV, Inc. dated June 19, 1990, and the assignment application filed at the FCC by Seller and WTGI-TV, Inc. (FCC File No. BALCT-900723KE),

shall have been voided, terminated and rescinded without liability of any kind to Seller or Purchaser.

(j) This Purchase Agreement is subject to, and contingent upon, Purchaser being able to divest and/or sell television broadcast facility KMLM(TV), Odessa, Texas, upon such terms and conditions as Buyer determines. Such a divestiture, and/or sale is required by Buyer in order to maintain compliance with Section 73.3555 of the rules and regulations of the FCC. If, however, Buyer has not filed an assignment application with the FCC to divest itself of the above listed station, then at the time it files its portion of the assignment application for the Television Station it shall also file a request for waiver of Section 73.3555 with the FCC. After grant of such a waiver request, Buyer and Seller shall consummate the transactions contemplated herein, subject to the terms and conditions hereof. Should the Commission not grant Buyer a waiver of Section 73.3555 of its rules and regulations, or authorize the assignment of the above listed station, for whatever reason, then this Agreement shall automatically become null and void and the parties shall be released from any and all obligations to the other whatsoever.

### 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that, unless otherwise specified herein, both as of the date of this Agreement and as of the Closing Date:

(a) Seller is duly authorized and empowered to execute this Agreement and to consummate the transactions herein contemplated and all necessary consents, approvals, or the like, from any federal, state, or local government authority which are necessary to consummate the transactions hereby contemplated have been, or will be, obtained by the Closing Date. Notwithstanding the foregoing, it is understood by the parties hereto that the Closing hereunder is subject to the approval of the United States Bankruptcy Court for the District of Delaware, in the case of In Re: Delaware Valley Broadcasters Limited Partnership, Case No. 87-69. Seller agrees to promptly and diligently seek and pursue such approval. In the event that such approval cannot be obtained, this Agreement shall be null and void;

(b) Seller represents and warrants that it owns the Assets designated on Exhibit A, and has the power and authority to sell, assign, transfer, and deliver such Assets to Purchaser; that at the time of Closing, the Assets will not be subject to any encumbrance, lease, security agreement or like or similar lien, now filed or hereafter to be filed, except as otherwise specifically set forth in this Agreement, and that Seller shall have the authority to sell and deliver the Assets free and clear of any encumbrance, lease, lien or security interest except as otherwise identified in this Agreement. Without limiting the foregoing, the Assets are specifically declared to be free from

any and all tax liens, which declaration shall be of a continuing nature until Closing;

(c) Seller represents and warrants that it has complied in all material respects with all laws, regulations, or orders relating in any way to the Assets or the disposition of the Assets;

(d) Seller represents and warrants that any actions, suits, proceedings or claims now or hereafter pending or threatened against it at law or in equity or by any federal, state, municipal, or other governmental department as to matters arising or occurring on or before the Closing shall be its sole responsibility and, except for the notice of tax sale received from Harrison Township, New Jersey relating to the real property, Seller is not subject to any pending, or to the best of Seller's knowledge, information and belief, threatened order, injunction, decree, or investigation of any court or governmental agency which could hinder or encumber the transfers contemplated under this Agreement;

(e) The execution, delivery and performance by Seller of this Agreement will not (i) to the best of Seller's knowledge, information and belief, violate any applicable provision of law, any order of any court or other agency of government, or any provision of any indenture, agreement or other instrument by which the Seller or any of the Assets are bound, or (ii) conflict with, result in a breach of, or constitute (with due notice or

lapse of time or both) a default, which has not been waived under any such indenture, agreement or other instrument, or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the Assets. Notwithstanding the foregoing, Seller has disclosed to Purchaser that it is presently in default of its payments to its secured creditors, and that the transactions contemplated hereby must be approved by Bankruptcy Court;

(f) To the best of Seller's knowledge, information and belief, no statement of fact in this Agreement, any exhibit or schedule hereto, or any document submitted hereunder or furnished to the Purchaser by the Seller in connection with the negotiation or entering into of this Agreement contains any untrue statement of a material fact or omits any material fact necessary to make the statement, in light of the circumstances in which it was made, not misleading;

(g) Except as disclosed herein or in the exhibits or schedules attached hereto, from the date hereof until Closing, Seller will not have amended, terminated or assigned any agreements and contracts relating to the operation of the Television Station without the prior written consent of Purchaser.

(h) Seller shall support Purchaser in any applications necessary to effectuate the transfer and assignment of Seller's FCC license to Purchaser.

(i) The Studio Lease provided to Purchaser is true and complete, is in full force and effect, and has not been modified or amended to the date hereof, and Seller is not in default thereunder.

#### 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to Seller that, unless otherwise specified herein, both as of the date of this Agreement and as of the Closing Date:

(a) Purchaser has full and complete authority and all necessary rights and legal capacity to enter into and comply with each and every term and condition of this Agreement;

(b) Purchaser is a validly formed corporation in good standing under the laws of the State of California and is duly authorized and empowered to consummate the transactions contemplated herein and to comply with each and every term and condition of the Agreement, all in accordance with all requisite corporate action;

(c) All actions required to be taken by Purchaser under this Agreement have been or will be duly taken prior to the Closing Date. This Agreement is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms and conditions;

(d) The execution, delivery and performance by the Purchaser of this Agreement and all other agreements required to be executed hereunder will not (i) to the best of Purchaser's

knowledge, information and belief, violate any applicable provision of law, any order of any court or other agency or government, or any provision of any indenture, agreement or other instrument by which Purchaser is bound or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument; and, except as provided in Paragraph 2, no other authorizations, consents or approvals are required for the execution, delivery or performance by the Purchaser of such agreements;

(e) There is no action, suit, investigation or proceeding pending or, to the best of Purchaser's knowledge, information and belief, threatened against or affecting the Purchaser or any of its respective properties or rights before any court or by or before any governmental body or arbitration board or tribunal which would materially affect compliance with the terms hereof.

(f) Within five (5) business days after execution of this Agreement, Purchaser shall file initial applications for the transfer and assignment of the FCC License with the FCC. Subject to paragraph 2(j), Purchaser agrees to promptly and diligently comply with all requirements and requests of the FCC to obtain such approval.

##### 5. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

The covenants, representations and warranties set forth in this Agreement shall survive the Closing Date for a period of one

(1) year except for such covenants as by their own terms extend for a longer period and except for the indemnities set forth herein which shall survive indefinitely.

#### 6. CLOSING

Subject to the provisions of paragraph 2 hereof, closing of the transactions contemplated in this Agreement shall occur on the first Monday following the date that is ten (10) business days after finality of the last approval required under paragraphs 2 (b) and 2 (c) hereof, but in no event later than September 1, 1991 unless otherwise provided for herein, or agreed to in writing by the parties hereto. "Finality" means when the time for seeking appeal, review or reconsideration of the approvals required in paragraphs 2 (b) and 2 (c) shall have expired and no such appeal, review or reconsideration has been filed or is pending. Closing will take place at the offices of the Television Station, or such other place as the parties may agree in writing. The date and event of such sale and purchase are, respectively, herein referred to as the "Closing Date" and the "Closing." If the Closing shall not have occurred on or before September 1, 1991, then all rights and obligations of Purchaser and Seller to purchase and sell the assets hereunder shall terminate, and this Agreement shall no longer be of any force or effect, except for any liability resulting from the breach of this Agreement by any party hereto unless this Agreement is extended by mutual consent of the parties hereto.

## 7. CLOSING DOCUMENTATION

(a) The following documents shall be duly executed and delivered by Seller to Purchaser on or before the Closing Date:

(i) Bills of Sale conveying the Assets to be sold pursuant to the terms of this Agreement;

(ii) General Warranty Deed to the Antenna Site;

(iii) Assignment of the Studio Lease;

(iv) Assignment and Assumption documentation necessary for Purchaser to assume those liabilities set forth in Paragraph 1(b)(i) and (ii);

(v) Certified copy of the Bankruptcy Court Order approving the sale of the Assets; and

(vi) Such additional supporting documents, including an estoppel certificate of the lessor under the Studio Lease, and other information with respect to the operations and affairs of the Seller as the Purchaser or its counsel may reasonably request in order to give effect to the intent and purposes hereof.

All such documents shall be reasonably satisfactory in form and substance to Purchaser and its counsel.

(b) The following documents shall be duly executed and delivered by Purchaser on or before the Closing Date:

(i) A certificate of the Secretary or an Assistant Secretary of the Purchaser dated as of the Closing Date and certifying that attached thereto is a true and complete copy of the resolutions adopted by the Purchaser authorizing the

execution, delivery, and performance of this Agreement and that all such resolutions are still in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement;

(ii) A Certificate of Good Standing under the laws of the State of Delaware (and dated as of a recent date);

(iii) A Certificate of Incumbency identifying the current officers and directors of Purchaser;

(iv) FCC approval of the transfer and assignment of the FCC License;

(v) The purchase price for the Assets stated in paragraph 1(b); and

(vi) Such additional supporting documents as Seller or its counsel may reasonably request.

All such documents shall be reasonably satisfactory in form and substance to Seller and its counsel.

#### 8. CONDUCT OF BUSINESS PRIOR TO CLOSING

(a) From the date hereof up and to the Closing Date, Seller shall:

(i) Operate its business prudently and substantially as presently operated, use its best efforts to preserve intact its present business organization, and, except as otherwise required by good business practice, preserve its relationships with the goodwill of customers, suppliers, employees, agents, consultants, and other persons having business dealings with it.